Grand Lodge. *Grand Lodge* v. *Lachmann,* 199 Ill. 140; *Whiteside* v. *Supreme Order, etc.,* 82 Fed. 275. A forfeiture will not be declared when it is shown that the insured has acted in good faith and that the facts show that the association has waived strict compliance with the by-laws. *Sweetser* v. *Odd Fellows Mutual Aid Association,* 117 Ind. 97; *National Benefit Association* v. *Jones,* 84 Ky. 110; *Coverdale* v. *the Royal Arcanum,* 193 Ill. 91. As regards the transaction between the insured and the local lodge the court holds that it can only be regarded as a loan. The parties intended it as such, and when the transaction took place the subordinate lodge had in its possession money received from the deceased. Since the local lodge is the agent of the Grand Lodge and not of the insured its failure to remit the assessment cannot be charged to him. If the assessment was not remitted, the local lodge misappropriated funds belonging to the Grand Lodge.

INTERSTATE COMMERCE—STATE STATUTE INDIRECTLY AFFECTING.—South Carolina (Civ. Code, 1902, vol. 1, § 1710), requires a carrier to trace freight shipped over it or a connecting carrier and makes the carrier liable for all loss in the same manner as if the loss had occurred on its own lines, unless upon demand of shippers, consignees, or their assigns, it informs them when, where, and by which carrier the said freight was damaged. It is also provided that if a carrier can prove, that by the exercise of due diligence it has been unable to trace the line upon which such loss occurred it shall be excused from liability under this section. § 2176 provides that a carrier shall be liable for shipments over it and connecting lines unless it produces a receipt from a connecting carrier. Acts of 1903, 24 St. at Large, p. 1, Sec. 1, provide that any through bill of lading shall constitute *prima facie* evidence of the liability of any one of a number of connecting carriers for loss of goods in transit. In an action brought against a railroad company to recover damages for the loss of certain contents of a trunk delivered to the defendant for transportation, from a point in South Carolina to a point in Illinois over defendant's road and certain connecting roads, it was contended that the above sections and act were unconstitutional because when applied to interstate lines they impose a burden on interstate commerce, but it is *held* the acts in question are constitutional because they merely provide rules of evidence, *Skipper* v. *Seaboard Air Line Ry.* (1906), — S. C. —, 55 S. E. Rep. 454.

The Court in announcing this conclusion relies upon *Chicago, Milwaukee & St. Paul Ry. Co.* v. *Solan,* 169 U. S. 133, 18 Sup. Ct. Rep. 289, 42 L. ed. 688; and *Richmond Ry. Co.* v. *R. A. Patterson Tobacco Co.,* 169 U. S. 311, 18 Sup. Ct. Rep. 335, 42 L. ed. 759. The latter of these cases is perhaps more directly in point. In that case the court held that a state statute declaring that a common carrier accepting goods for transportation to a point beyond its own terminus assumes an obligation for their safe carriage to that point, unless otherwise provided by a written contract, signed by the shipper, merely establishes a rule of evidence and does not restrict the right of the carrier to limit his obligation by contract and hence is not, as applied to interstate commerce, a regulation thereof. Other

cases maintaining the same general principle are:—*Smith* v. *Alabama,* 124 U. S. 465, 8 Sup. Ct. Rep. 564; *Nashville, C. & St. L. Ry. Co.* v. *Alabama,* 128 U. S. 96, 9 Sup. Ct. Rep. 28; *New York, N. H. & H. R. Co.* v. *New York,* 165 U. S. 628, 17 Sup. Ct. Rep. 418. In a concurring opinion JONES, J., distinguishes the principal case from that of *Georgia R. R. Co.* v. *Murphey,* 196 U. S. 194, 25 Sup. Ct. Rep. 218, 49 L. ed. 444, in which case it was held that a Georgia statute which imposed upon an initial or any connecting carrier, as a condition of availing itself of a valid contract of exemption from liability beyond its own line, the absolute duty of tracing the freight and informing the shipper in writing, when, where, and how, and by which carrier the freight was lost, damaged or destroyed, and of giving the names of the parties and their official positions, if any, by whom the truth of the facts set out in the information can be established, was, when applied to an interstate shipment, a violation of the commerce clause of the federal constitution. The chief distinction between the two cases seems to lie in the fact that the statute in question in the principal case provides that the carrier shall be excused from liability upon proof that by the exercise of due diligence, it has been unable to trace the line upon which the loss or damage occurred, while the Georgia statute made the duty absolute.

JURORS—DISQUALIFICATION BECAUSE OF OPINION.—Where two jurymen on their voir dire, testified that they had read concerning the accident out of which this action arose, and had formed an opinion concerning the same, which would require evidence to remove; one testified that his opinion would have no weight if he was selected as a juror, and that he would not take it with him into the jury box; and the other one stated that he "guessed" he could serve as a juror, and return a verdict without reference to anything he had heard and "guessed" he could form a verdict from the evidence without giving any weight to the account of the accident printed immediately after the accident occurred, and at present had no definite opinion as to which side of the controversy had the right of it. *Held,* that neither juror was disqualified. *Croft* v. *Chicago, R. I. & P. Ry. Co.,* (1906), — Ia. —, 109 N. W. Rep. 723.

The court in the principal case decides there was no error disclosed, inasmuch as a venireman is subject to challenge only when it appears he has formed or expressed an unqualified opinion on the merits of the controversy, or shows such a state of mind as will preclude him from rendering a just verdict. In this day and age intelligent men must be expected to read newspapers and discuss current matters, and thus form opinions superficial or qualified in character, based upon information thus acquired, and are not thereby disqualified for jury service. Not only the words of the venireman, but his manner and appearance, said BISHOP, J., may be taken into consideration, and much must be left to the discretion of the trial court, and its action will not be disturbed except a clear case of abuse is made to appear. In the principal case, the word "guess" used by Duge, though expressive of doubt of his own ability to decide fairly and according to the evidence, was construed, together with his ability to answer in a simple, straightforward manner, to be a colloquialism, and not to be taken in its technical or literal sense.